

Final Documents
For
Annexation to the
Clackamas River Water District

CL0302
Ordinance #2002-68
DOR 3-1540-2002

Final to DOR: _____

Signature:

Date of
Mailing: 4/18/02

Final to Secretary of State: _____

Signature:

Date of
Mailing: 5/7/02

<u>CL0302</u>	<u>Sent</u>	<u>Received</u>
DOR:	4/18/02	4/29/02
Sec. State:	5/7/02	
Assessor:	5/7/02	
Elections:	5/7/02	
Mapped:	Yes	
Posted to Web:	5/22/02	
Addresses:	32E11 00602 32E11 00603	16015 S Loder Rd No site address

Notice to Taxing Districts

ORS 308.225



Cartographic Unit
 PO Box 14380
 Salem, OR 97309-5075
 (503) 945-8297, fax 945-8737

Clackamas River Water District
 Budget Officer
 P.O.Box 2439
 Clackamas, OR 97015-2439

Description and Map Approved
April 29, 2002
As Per ORS 308.225

Description Map received from: METRO
 On: 4/24/02

This is to notify you that your boundary change in Clackamas County for
 ANNEX TO THE CLACKAMAS RIVER WATER DIST.

ORDER #2002-68

has been: Approved 4/29/02
 Disapproved

Notes:

Department of Revenue File Number: 3-1540-2002

Prepared by: Jennifer Dudley, 503-945-8666

Boundary: Change Proposed Change
 The change is for:

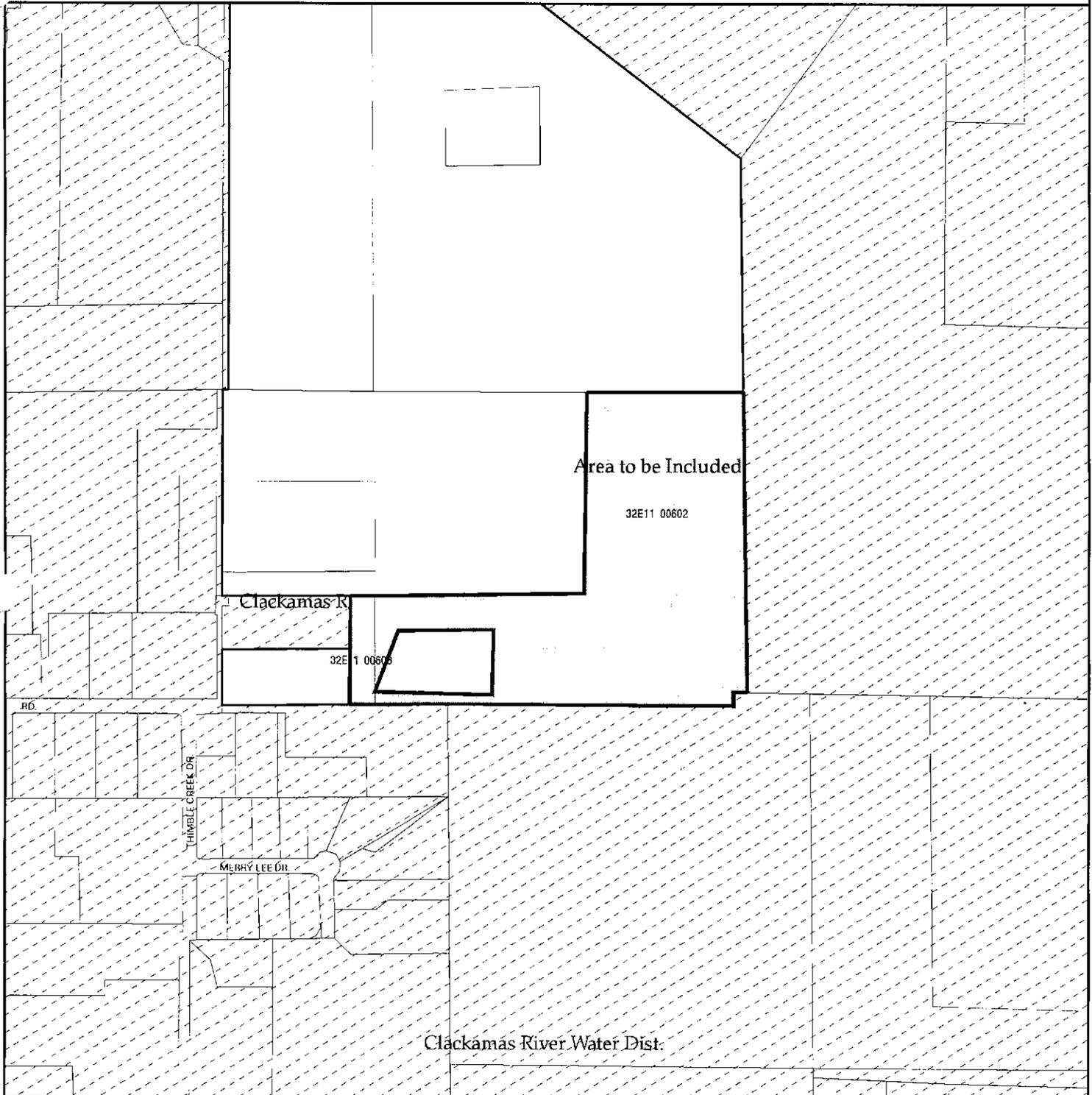
- Formation of a new district
- Annexation of a territory to a district
- Withdrawal of a territory from a district
- Dissolution of a district
- Transfer
- Merge

Proposal No. CL0302

3S2E11

Annexation to the Clackamas River Water Dist.

Clackamas Co.



R L I S
REGIONAL LAND INFORMATION SYSTEM



600 NE Grand Ave.
Portland, OR 97232-2736
Voice 503 797-1742
FAX 503 797-1909
Email drc@metro-region.org

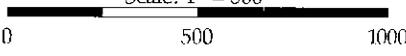
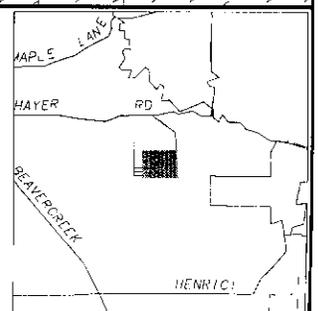
METRO

The information on this map was derived from digital databases on Metro's GIS. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

-  County lines
-  Annexation boundary
-  District
-  Urban Growth Boundary

Proposal No. CL0302
CLACKAMAS RIVER WATER DIST.
Figure 1

Scale: 1" = 500'

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of Approving
Boundary Change Proposal
No. CL-0302

} ORDER NO. 2002-68

This matter coming before the Board at this time, and it appearing that more than half the electors and owners of more than half the land in the territory to be annexed have petitioned to annex the territory to Clackamas River Water District;

It further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198; and

It further appearing that staff retained by the County reviewed the proposed boundary change and issued a report; and

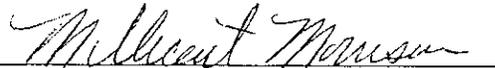
It further appearing that this matter came before the Board for public hearing on April 4, 2002 and that a decision of approval was made on April 4, 2002;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL-0302 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas River Water District.

ADOPTED this 4th day of April, 2002.

BOARD OF COUNTY COMMISSIONERS


Larry Sowa, Chair


Milliecent Morrison, Recording Secretary

FINDINGS

Based on the study and the public hearing, the Board found:

1. The territory to be annexed contains 20.0 acres, 1 single family dwelling, a population of 2 and has an assessed value of \$220,178.
2. The petitioner desires annexation to obtain domestic water to replace the existing well. According to the petitioners:

First and foremost is our health. The water quality from our well is terrible. We currently have 12-14 ppm iron in our water with a high ph. We have been on a salt filter system for the past 2 yrs and drinking bottled water for our personal consumption. We tested our well flow for new construction financing and the well was only producing 3 1/2 GPM. The mortgage company will not finance any home who's well produces 5 GPM or less. Drilling another well is near to impossible because of adjoining home owners septic drainfields. And there is no guarantee our water quality or flow would be better.
3. ORS 198.850 provides that the Board is to consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district when deciding a district annexation proposal.
4. The property contains rolling pasture with a treed slope in the extreme west. The petitioners raise alpacas on the land. To the south and west are homes on acreage sites. To the north is hayfield and pasture land and to the east is mixed trees and pasture land.
5. The territory is outside the jurisdictional boundary of Metro and outside the regional Urban Growth Boundary.
6. The territory is designated Forest on the Clackamas County Nonurban Area Land Use Plan Map (IV-7). The territory is zoned AG/F.

The FOREST subsection of the Land Use section in the Clackamas County Plan contains the following policy:

- 6.0 New public water and sewer facilities shall not be allowed in forest areas.

Clackamas County has consistently interpreted this policy to prohibit the extension of special district water distribution lines but to allow for single service connections to existing dwellings. The County Planning staff has responded to this proposal in a similar fashion.

The following policies from the Public Facilities and Services element of the County's plan are applicable:

Water

- 12.0 Require all public water purveyors to design the extension of water facilities at levels consistent with the land use element of the Comprehensive Plan.

- 15.0 Require water service purveyors to provide water services for nonurban areas at levels which are appropriate for nonurban use.

7. The District has a 6-inch water line at the intersection of Loder Road and Nelson Lane. The property owner will be responsible for the cost of installing a 3/4-inch meter at that point and extension of the service line to the house.
8. There are no sewers in this area. Sewage is dealt with by septic tanks and drain fields.
9. The Clackamas County Sheriff provides police services. Annexation to the Water District will not affect this service.
10. The property is within Clackamas RFPD No. 1. This service will not be affected by annexation to the Water District.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. ORS 198 requires the Board to consider the applicable local comprehensive plan and any service agreements affecting the area. The local comprehensive plan was considered and this proposal was found to be in compliance with it as noted in Reason No. 6 above. No directly applicable service agreements were found to exist.
2. The Metro Code criteria only apply to lands within Metro's jurisdictional boundary. This parcel is not within Metro. Consequently, the Metro criteria are not applicable here.
3. The District can provide an adequate quantity and quality of water to the site upon annexation. All other public facilities and services can be provided at a level consistent with the Forest planning designation of the site.

EXHIBIT B

Proposal No. CL-0302

A part of the Washington Williams Donation Land Claim No. 56, in Sections 10 and 11, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, being a portion of the John C. Kunzman property as described in Deed Book 277, Page 190, Deed Records, more particularly described as follows:

Beginning at the Southeast corner of the Washington Williams Donation Land Claim No. 56, said point being the point of beginning; thence North $0^{\circ} 0' 16''$ West 1092.51 feet to the Northeast corner of the David E. McNabb property described in Fee No. 77-28087 of the Clackamas County Records; thence South $89^{\circ} 15' 48''$ West 578.15 feet to the Northeast corner of the property conveyed by Deed to Bart H. Wilson, et ux, as Recorder's Fee No. 89-47170 of the Clackamas County Records; thence South $0^{\circ} 05' 28''$ East 682.80 feet to the Southeast corner of the aforementioned Wilson property; thence South $89^{\circ} 36' 55''$ West 617.50 feet to the Northeast corner of property conveyed by Deed to Darrel L. Wallace, as Recorder's Fee No. 80-44521 of Clackamas County Records; thence South $0^{\circ} 23' 35''$ East 380.66 feet to the Southeast corner of the property conveyed by Deed to Charles H. Loos, et ux, as Recorder's Fee No. 80-46963 of Clackamas County Records; thence South $89^{\circ} 38' 12''$ West 461.12 feet to the Southwest corner of the aforementioned Loos property; thence Southerly along East line of the aforementioned McNabb Tract 25 feet, more or less, to the Southerly line of the Washington Williams Donation Land Claim No. 56, said point being the Southeast corner of a tract of land conveyed to Clarence Porter, et ux, by Deed recorded as Book 49, Page 463, Clackamas County Records; thence North $89^{\circ} 38' 12''$ East 1853.05 feet to the point of beginning.

EXCEPTING THEREFROM the following described tract:

A parcel of land in Sections 10 and 11, in the Washington Williams Donation Land Claim No. 56, Township 3 South, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the one-quarter corner to Sections 10 and 11, Township 3 South, Range 2 East of the Willamette Meridian; thence South 106.82 feet, more or less, to the South line of the Washington Williams Donation Land Claim; thence on said South line, North $89^{\circ} 38' 12''$ East 190.10 feet to a point which bears South $89^{\circ} 38' 12''$ West 863.73 feet from the Southeast corner of the Washington Williams Donation Land Claim; thence North $0^{\circ} 21' 48''$ West 25 feet to the true point of beginning of the parcel herein being described; thence parallel with the South line of the Washington Williams Donation Land Claim, South $89^{\circ} 38' 12''$ West 470.85 feet to a point that is North $89^{\circ} 38' 12''$ East 57.26 feet from the Southeast corner of the Charles H. Loos and Alice M. Loos property described as Recorder's Fee No. 80-31617, Clackamas County Records; thence North $14^{\circ} 56' 05''$ East 238.45 feet; thence North $89^{\circ} 38' 12''$ East 407.94 feet; thence South $0^{\circ} 21' 48''$ East 230.0 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM that portion lying within public roads.

CL0302

Annexation to the Clackamas River Water District

A part of the Washington Williams Donation Land Claim No.56, in Sections 10 and 11, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, being a portion of the John C. Kunzman property as described in Deed Book 277, Page 190, Deed Records, more particularly described as follows:

Beginning at the Southeast corner of the Washington Williams Donation Land Claim No.56, said point being the point of beginning; thence North 0° 0' 16" West 1092.51 feet to the Northeast corner of the David E. McNabb property described in Fee No.77-28087 of the Clackamas County Records; thence South 89°15' 48. West 578.15 feet to the Northeast corner of the property conveyed by Deed to Bart H. Wilson, et ux, as Recorder's Fee No. 89-47170 of the Clackamas County Records; thence South 0° 05' 28" East 682.80 feet to the Southeast corner of the aforementioned Wilson property; thence South 89°36' 55. West 817.50 feet to the Northeast corner of property conveyed by Deed to Darrel L. Wallace, as ,Recorder's Fee No.80-44521 of Clackamas County Records; thence South 0°23' 35" East 380.66 feet to the Southeast corner of the property conveyed by Deed to Charles H. Loos, et ux, as Recorder's Fee No.80-46963 of Clackamas County Records; thence South 89° 38' 12" West 461.12 feet to the Southwest corner of the aforementioned Loos property; thence Southerly along East line of the aforementioned McNahb Tract 25 feet, more or leas, to the Southerly line of the Washington Williams Donation Land Claim No.56, said point being the Southeast corner of a tract of land conveyed to Clarence Porter, et ux, by Deed recorded as Book 49, Page 463, Clackamas County Records; thence North 89° 38' 12" East 1853.05 feet to the point of beginning.

EXCEPTING THEREFROM the following described tract:

A parcel of land in Sections 10 and 11, in the Washington Williams Donation Land Claim No.56, Township 3 South, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the one-quarter common to Sections 10 and 11, Township 3 South, Range 2 East of the Willamette Meridian; thence South 106.82 feet, more or less, to the South line of the Washington Williams Donation Land Claim; thence on said South line, North 89° 38' 12" East 190.10 feet to a point which bears South 89° 38' 12" West 863.73 feet from the Southeast corner of the Washington Williams Donation Land Claim; thence North 0° 21' 48" West 25 feet to the true point of beginning of the parcel herein being described; thence parallel with the South line of the Washington Williams Donation Land Claim, South 89° 38' 12" West 470.85 feet to a point that is North 89° 38' 12" East 57.26 feet from the Southeast corner of the Charles H. Loos and Alice M. Loos property described as Recorder's Fee No. 80-31617, Clackamas County Records; thence North 14° 56' 05" East 238.45 feet; thence North 89° 38' 12" East 407.94 feet; thence South 0°21' 48. East 230.0 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM that portion lying within public roads.

1800

143-718-2

18

SALE AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of July, 1977, by and between:

JOHN C. KUNZMAN, JR.; MAURICE O. KUNZMAN;
LEONARD E. KUNZMAN; and JACQUANETTE O. KUNZMAN MAYNARD,
each as to an undivided one-fourth (1/4) interest
as tenants in common,

hereinafter called first parties, which term includes the heirs,
successors, personal representatives and assigns of said persons;
and

DAVID E. McNABB,

hereinafter called second party, which term includes the heirs,
successors and personal representatives of said person.

WITNESSETH:

That the first parties, for and in consideration of the covenants
and agreements herein stated to be kept and performed by the second
party, have agreed to sell and convey to the second party, and
the second party has agreed to purchase and to pay to the first
parties the sums of money hereinafter stated for the following-
described real property:

A part of the Washington Williams Donation Land Claim No.
56 in Section 10, Township 3 South, Range 2 East of the
Willamette Meridian, Clackamas County, Oregon, being a
portion of the John C. Kunzman property as described in
Deed Book 277, Page 199, Deed Records, more particularly
described as follows:

Beginning at the Southeast corner of said Williams
Donation Land Claim; thence westerly along the southerly
line of said Donation Land Claim, 28.00 chains to the
Southeast corner of a tract of land conveyed to Clarence
Porter and wife by Deed recorded in Book 49, Page 463,
Deed Records for Clackamas County, Oregon; thence North
along the East line of said Porter tract, 1084.75 feet,
more or less, to a point which is 325.00 feet North of
the South line of the Bonneville Power Administration
easement described in Book 502, Page 251, Deed Records;
thence easterly, parallel with the South line of said
easement, 1825.00 feet, more or less, to the easterly
boundary of said Williams Donation Land Claim; thence
southerly along said easterly boundary, 1092.6 feet to
the point of beginning.

SUBJECT TO:

- (1) Easement in favor of United States of America recorded
October 10, 1955, Book 502, Page 251, Fee No. 15975,
Deed Records for Clackamas County, Oregon.
- (2) Easement in favor of Portland General Electric Company
recorded October 16, 1957, Book 532, Page 109, Fee No.
15559, Deed Records for Clackamas County, Oregon.
- (3) Easement in favor of United States of America recorded

DEARMOND, SHERMAN & BRYAN

ATTORNEYS AT LAW
Post Office Box 2247
687 Court Street N.E.
SALEM, OREGON 97308

Recorded By
Treasurer National
The Language Company

Book 277 190

STATUTORY WARRANTY DEED
(CONTINUED)

LEGAL DESCRIPTION (Continued)

Order No.: 566367c

AMENDED LEGAL DESCRIPTION.

A part of the Washington Williams Donation Land Claim No. 56, in Sections 10 and 11, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, being a portion of the John C. Kunzman property as described in Deed Book 277, Page 190, Deed Records, more particularly described as follows:

7728087

89
~~188~~ 47120

Beginning at the Southeast corner of the Washington Williams Donation Land Claim No. 56, said point being the point of beginning; thence North 0° 0' 16" West 1092.51 feet to the Northeast corner of the David E. McNabb property described in Fee No. 77-28087 of the Clackamas County Records; thence South 89° 15' 43" West 578.15 feet to the Northeast corner of the property conveyed by Deed to Bart H. Wilson, et ux, as Recorder's Fee No. 89-47170 of the Clackamas County Records; thence South 0° 06' 28" East 682.80 feet to the Southeast corner of the aforementioned Wilson property; thence South 89° 36' 55" West 817.50 feet to the Northeast corner of property conveyed by Deed to Darrel L. Wallace, as Recorder's Fee No. 80-44521 of Clackamas County Records; thence South 0° 23' 35" East 380.66 feet to the Southeast corner of the property conveyed by Deed to Charles H. Loos, et ux, as Recorder's Fee No. 80-46963 of Clackamas County Records; thence South 89° 38' 12" West 461.12 feet to the Southwest corner of the aforementioned Loos property; thence Southerly along East line of the aforementioned McNabb Tract 25 feet, more or less, to the Southerly line of the Washington Williams Donation Land Claim No. 56, said point being the Southeast corner of a tract of land conveyed to Clarence Porter, et ux, by Deed recorded as Book 49, Page 463, Clackamas County Records; thence North 89° 38' 12" East 1853.05 feet to the point of beginning.

8044521

8046963

Book 49 pg 463

EXCEPTING THEREFROM the following described tract:

A parcel of land in Sections 10 and 11, in the Washington Williams Donation Land Claim No. 56, Township 3 South, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the one-quarter corner to Sections 10 and 11, Township 3 South, Range 2 East of the Willamette Meridian; thence South 106.82 feet, more or less, to the South line of the Washington Williams Donation Land Claim; thence on said South line, North 89° 38' 12" East 190.10 feet to a point which bears South 89° 38' 12" West 863.73 feet from the Southeast corner of the Washington Williams Donation Land Claim; thence North 0° 21' 48" West 25 feet to the true point of beginning of the parcel herein being described; thence parallel with the South line of the Washington Williams Donation Land Claim, South 89° 38' 12" West 470.85 feet to a point that is North 89° 38' 12" East 57.26 feet from the Southeast corner of the Charles H. Loos and Alice M. Loos property described as Recorder's Fee No. 80-31617, Clackamas County Records; thence North 10° 56' 05" East 238.45 feet; thence North 89° 38' 12" East 407.94 feet; thence South 0° 21' 48" East 230.0 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM that portion lying within public roads.

80 31617

104 11TH ST

10-00

TICOR TITLE INSURANCE

191-793

STATUTORY WARRANTY DEED

JACK A. THORSEN AND BETTY ELAINE THORSEN
 conveys and warrants to **BART H. WILSON AND DEBORAH R. WILSON** Grantor,
 HUSBAND AND WIFE
 Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in
 CLACKAMAS County, Oregon, to wit:
 SEE 'LEGAL DESCRIPTION' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Recorded by TICOR TITLE

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING THE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. The said property is free from encumbrances except
 SEE 'DEED EXCEPTIONS' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

The true consideration for this conveyance is \$ 56,000.00 (Here comply with the requirements of ORS 93.030)
 Dated this 12 day of October 19 89
Jack A. Thorsen
 JACK A. THORSEN
Betty Elaine Thorsen
 BETTY ELAINE THORSEN

State of Oregon, County of Clackamas
 The foregoing instrument was acknowledged before me this
12 day of October, 1989 by
Betty Elaine Thorsen and
Jack A. Thorsen
 PUBLIC
Christa E. Holman
 Notary Public for Oregon
 My commission expires: 6/23/93

State of Oregon, County of _____
 The foregoing instrument was acknowledged before me this
 _____ day of _____, 19____ by
 _____ President and
 _____ Secretary of
 _____ corporation,
 on behalf of the corporation.

 Notary Public for Oregon
 My commission expires: _____

WARRANTY DEED
 JACK A. THORSEN BETTY ELAINE THORSEN
 BART H. WILSON DEBORAH R. WILSON
 GRANTOR GRANTEE
 Until a change is requested, all tax statements shall be sent to the following address:
 BART H. WILSON
 6117 S.E. 44TH
 PORTLAND, OR 97206
 Escrow No. 191-793 Title No. 191-793
 After recording return to:
 BART H. WILSON
 6117 S.E. 44TH
 PORTLAND, OR 97206

This Space Reserved for Recorder's Use

LEGAL DESCRIPTION

IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON

A part of the Washington Williams Donation Land Claim No. 56 in Sections 10 and 11, Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon, being a portion of the John C. Kunzman property as described in Deed Book 277, page 190, Deed Records, more particularly described as follows:

Beginning at the southeast corner of said Washington Williams Donation Land Claim; thence Westerly along the southerly line of said Donation Land Claim 28.0 chains to the southeast corner of a tract of land conveyed to Clarence Porter and wife by Deed recorded in Book 49, page 463, Deed Records for Clackamas County; thence Northerly along the east line of said Porter tract, 1081.53 feet, more or less, to the northwest corner of the David E. McNabb property described in Film Jacket 77 28087, Clackamas County Deed Records, said point being 325.0 feet North of the south line of the Bonneville Power Administration easement described in Book 502, page 251, Clackamas County Deed Records, said point being the true point of beginning of the tract of land to be described; thence from said point of beginning North 89° 15' 48" East on the north line of the aforementioned McNabb property 1283.50 feet to a 5/8 inch iron rod; thence South 0° 05' 28" East 682.80 feet to a 5/8 inch iron rod, that is on the easterly projection of the north line of the Darrell L. Wallace property described in Film Jacket 80 46295, Clackamas County Deed Records; thence South 89° 36' 55" West 817.50 feet to the northeast corner of the Wallace property; thence continuing South 89° 36' 55" West on the north line of the Darrell L. Wallace property 440.93 feet, a 5/8 inch iron rod at the northwest corner thereof; thence continuing South 89° 36' 55" West on the north line of that property conveyed to Clackamas County for road purposes described in Film Jacket 80 44522, a distance of 25 feet to a point on the west line of the aforementioned McNabb property; thence North 0° 05' 08" West on said west line following the remains of an old fence line 674.92 feet to the point of beginning. -----

Tax Account Numbers: 3S-2E-11-00602/ 3S-2E-11-00603/ 3S-2E-11-00610

Deed Exceptions: Conditions, restrictions, easements and powers of special districts, if any; Farm use classification; Rights of the public in and to that portion lying within streets, roads and highways.

2

STATE OF OREGON)
County of Clackamas)
I, John F. Kaufman, County Clerk for the County of Clackamas, do hereby certify that the instrument of writing was received for recording in the records of said county at

1989 OCT 20 PM 4:03



Witness my hand and seal at the
John F. Kaufman
County Clerk

Recording Certificate
COP-24 (Rev. 12/88)
89 47170

WARRANTY DEED - STATUTORY FORM
(Individual or Corporation)

530
C-32866
TITLE INSURANCE CO

JACK A. THORSEN and BETTY ELAINE THORSEN

Grantor, conveys and warrants to DARREL L. WALLACE

Grantee, the following described real property free of encumbrances except as specifically set forth herein:

Part of the Washington Williams D.L.C. No. 56 in the Northeast one-quarter of Section 10, Township 3 South, Range 2 East, of the Willamette Meridian, in Clackamas County, Oregon, described as follows:

Beginning at the Southeast corner of a tract of land conveyed to Clarence Porter, et ux, by deed recorded in Book 49, Page 463, Clackamas County Deed Records, which point is on the East line marking the end of the deeded portion of J. W. Loder Road and which point is East 28.12 chains and South 41 chains from the one-quarter section corner between Sections 3 and 10, said Township and Range; thence North 0°24' West 214.5 feet; to the true point of beginning; thence North 0°24' West 191 feet; thence North 89°36'11" East 466 feet; thence South 0°0'24" East 191 feet; thence Westerly in a straight line to the true point of beginning.

Encumbrances: taxes for the 1980/81 year, a lien but not yet payable; Farm Use Land Tax Deferral; ^{gas} _{oil}

The true consideration for this conveyance is \$ 29,000.00 (Here comply with the requirements of ORS 93.030*)

Dated this 14th day of Nov October, 1980; if a corporate grantor, it has caused its name to be signed by order of its board of directors.

JACK A. THORSEN

BETTY ELAINE THORSEN

STATE OF OREGON,)
County of Clackamas) ss

STATE OF OREGON, County of) ss

Personally appeared the above named Jack A. Thorsen and Betty Elaine Thorsen, and acknowledged the foregoing instrument to be their voluntary act and deed

Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of the _____ a corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My commission expires: 5/6/83

Notary Public for Oregon
My commission expires:

* If the consideration consists of or includes other property or value, add the following: "The actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which):"

Grantor's Name and Address
wallace
14886 S. Henrice Rd
oregon city, Or 97045

Grantee's Name and Address
as above

Name, Address, Zip
as above

Name, Address, Zip

STATE OF OREGON)
County of Clackamas) ss
I, George D. Poppen, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the County of Clackamas, do hereby certify that the within instrument of writing was received for and recorded in the records of said county at

80 NOV 18 P3:42



Witness my hand and seal at _____
GEORGE D. POPPEN
County Clerk

80 44521

This Indenture Witnesseth, That Otto M. Kunzman and Anna B. Kunzman, his wife

and for and in consideration of Six thousand and no/100 (\$6000.00) DOLLARS to them paid, ha.ve. bargained and sold, and by these presents do. bargain, and convey unto

John C. Kunzman and Margarete Kunzman, his wife the following described real estate, situate in Clackamas County, State of Oregon, to-wit:

A part of the D.L.C of Washington Williams in Tp 3 south of range 2 east of the Willamette Meridian in Clackamas county, Oregon; beginning 1.07 chains south and 21 chains east of the south east corner of the north-east quarter of section ten in said township; thence west 28 chains; thence north 41 chains; thence east 8 chains to the line of Charles Walker's claim; thence with said claim line S 52° 15' east 10.61 chains to the most southerly corner of said Walker claim; thence south 18.58 chains to the place of beginning containing 106 acres, more or less

Except 1 acre described in deed recorded at page 68 of book 102, and roadway described in deed recorded at page 100 of book 133 deed records for said county



To Have and to Hold, the said premises with appurtenances, unto the said John C. Kunzman and Margarete Kunzman, his wife

their heirs and assigns forever; and we the said grantors do hereby covenant to and with the said grantees

their heirs and assigns, that we the owner in fee simple of said premises; that they are free from all incumbrances

and that we will warrant and defend the same from all lawful claims whatsoever;

In Witness Whereof, we have hereunto set our hand and seal this 11th day of FEBRUARY A. D. 1942

Signed, Sealed and Delivered in the Presence of Otto M. Kunzman (SEAL) Anna B. Kunzman (SEAL)

Together with temporary use for access of the 25 foot easement bordering on the South pending deed to the County of Clackamas of the 5 foot strip paralleling Nelson Lane.

Encumbrances: The assessment roll discloses that the premises have been specially assessed as Farm Use Land. If the land becomes disqualified, an additional tax may be levied; this deed is given in fulfillment of that certain contract of sale dated 8/21/80, recorded 8/25/80, as Fee No. 80-31617.

The true consideration for this conveyance is \$ 27,000.00 (Here comply with the requirements of ORS 93.030*).

Dated this 4th day of December, 1980; if a corporate grantor, it has caused its name to be signed by order of its board of directors.

X. *Jack A. Thorsen by Betty Elaine Thorsen*
JACK A. THORSEN by *Betty Elaine Thorsen* BETTY ELAINE THORSEN
Betty Elaine Thorsen,
his atty in fact

STATE OF OREGON,)
County of Clackamas) ss.
December 4, 1980)

Personally appeared the above named
Betty Elaine Thorsen

and acknowledged the foregoing instrument to be her
voluntary act and deed

Before me
Lorraine Hair
Notary Public for Oregon
My commission expires: 10-29-84

STATE OF OREGON)
County of Clackamas)

I, George D. Poppen, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the County of Clackamas, do hereby certify that the within instrument of writing was received for and recorded in the records of said county at

80 DEC 5 P 3:56



GEORGE D. POPPEN
County Clerk

CF-14 80 46963

* If the consideration consists of or includes other property or value given or promised which is part of the whole consideration (Indicate which)

FORM No. 110 - ACKNOWLEDGMENT BY ATTORNEY-IN-FACT

STATE OF OREGON,
County of Clackamas } ss.

On this the 4th day of December, 1980 personally appeared
Betty Elaine Thorsen
who, being duly sworn (or affirmed), did say that she is the attorney in fact for
Jack A. Thorsen
and that she executed the foregoing instrument by authority of and in behalf of said principal; and she acknowledged said instrument to be the act and deed of said principal.

(Official Seal)

Before me
Lorraine Hair
(Signature)
Notary Public for Oregon
My Commission expires 10-29-84
(Title of Officer)

Eli Crowell

Clarence W. Porter

103

Kind of Instrument Deed

CONSIDERATION

7000

VOL 49

This Indenture, Witnesseth: That I, Eli Crowell, unmarried,

for and in consideration of seven thousand Dollars, to me paid in full Bargained and Sold, and by these presents do Bargain, Sell and Convey unto Clarence W. Porter and Susan Porter, his wife of Oregon City Clackamas County, State of Oregon the following described premises, to-wit:

All of that Lot and Parcel of Land Situate lying and being in the County of Clackamas and State of Oregon, and particularly bounded and described as follows to-wit:

Beginning at the quarter section corner between sections 37 & 38 and Ten (10) in Town 3 South of Range 2 E of the Willamette Meridian in Clackamas County, and State of Oregon, thence East 28 1/2 chains, thence North 47 1/2 chains, thence West 49 1/2 chains, thence North 40 1/2 chains, thence East 20 1/2 chains to the place of beginning containing two hundred (200) acres more or less, subject to a mortgage held by the Jarvis Conklin Mortgage Trust Company of Kansas City, Mo. Recorded in Book 31, Page 118 of Clackamas County Records for the sum of two thousand (\$2000) dollars.

To Have and to Hold the said premises, with their appertinances, unto the said Clarence W. Porter and Susan Porter, his wife, and assigns forever. And I, the said Eli Crowell of Oregon City, Clackamas County, State of Oregon, do hereby covenant to and with the said Clarence W. Porter and Susan Porter, his wife, and assigns, that I am the owner, in fee simple of said premises, that I will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, I have set my hand and seal this 1st day of July, A. D. 1898.

Done in the Presence of
Geo. F. Horton
J. A. Thayer

Eli Crowell

STATE OF OREGON, }
County of Clackamas } ON THIS, the 1st day of July, A. D. 1898, personally came before me, County Clerk, in and for said County, the within named Eli Crowell, who, to me personally known to be the identical person described in and who executed the foregoing conveyance, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

WITNESS my hand and official seal, this the day and year in the Certificate above written.
{ Seal of } Geo. F. Horton
County } County Clerk

THIS CONTRACT, Made this 8th day of August, 1980, between Jack A. Thorsen and Elaine Thorsen and Charles and Alice Loos hereinafter called the seller, and Charles and Alice Loos hereinafter called the buyer, WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Clackamas County, State of Oregon, to-wit:

See Legal Description attached "Exhibit A"

for the sum of Twenty seven thousand and no/100----- Dollars (\$27,000.00), hereinafter called the purchase price, of which \$ 300.00 has been paid at the time of the execution hereof, the receipt whereof hereby is acknowledged by the seller; the buyer agrees to pay the balance of said purchase price to the order of the seller at the times and in the amounts as follows, to-wit: a note for \$5,700 payable on the tender of the warranty deed, the balance of \$21,000.00 at the rate of \$25 per month plus interest to commence 60 days hereafter. The full balance becomes due and payable in 3 months or upon tender of the warranty deed whichever occurs first.

All of said purchase price may be paid at any time; all of the said deferred payments shall bear interest at the rate of 10 per cent per annum from this date until paid, said interest to be paid quarterly and in addition to the minimum regular payments above required. Taxes on said premises for the current fiscal year shall be pro-rated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is (1) primarily for buyer's personal, family, household or agricultural purposes, (2) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes. The buyer shall be entitled in possession of said lands on August 30, 1980, and may retain such possession so long as he is not in default under the terms hereof. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or stop thereon; that he will keep said premises free from mechanics' and all other liens and save the seller harmless therefrom; and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rent, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof becomes past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$ NONE in a company or companies satisfactory to the seller, with loss payable to the seller as his interest may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such fire, theft, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added in and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract. The said described premises are now subject to a contract or a mortgage (the word mortgage as used herein includes within its meaning a trust deed), recorded in the Deeds, Mortgage, Miscellaneous Records of said county in book 77-28087 at page 11, the interest thereon to which hereby is made) on which the unpaid principal balance at this time is \$ 12,000.00 and no more, with interest paid to date \$ 19 payable in installments of not less than \$12,000 on above closing.

The seller agrees to pay all sums due and to become due on said contract or mortgage promptly at the times required for said payments and to keep said contract or mortgage free from default; should any of the installments on said mortgage be paid by the seller, include taxes or insurance or paid in full on said described premises, the buyer agrees on seller's demand forthwith to repay to the seller that portion of said installments so paid applicable to taxes and insurance premiums; should the seller for any reason permit said contract or mortgage to be or become in default, the buyer may pay any sums required by said contract or mortgage to be paid or otherwise perform said contract or mortgage and the buyer shall be entitled to credit for all sums so paid by him against the sums paid to become due on the above purchase price pursuant to the terms of this contract. The seller agrees that at his expense and within 60 days from the date hereof, he will furnish unto buyer a title insurance policy insuring the amount equal to said purchase price, marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other covenants and encumbrances now of record, if any, and the said contract or mortgage. Seller also agrees that when said purchase price is fully paid and certain request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof except and, however, the said easements and restrictions, and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further accepting all liens and encumbrances created by the buyer or assigns.

(Continued on reverse)

IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures for this purpose, use Stevens-News Form No. 1209 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-News Form No. 1207 or similar.

Jack A. and Elaine Thorsen
18005 S. Loder
Oregon City, Oregon 97045
SELLER'S NAME AND ADDRESS
Charles & Alice Loos
BUYER'S NAME AND ADDRESS
Earl H. Mickelsen
317 S.W. Washington Suite 612
Portland, Oregon 97204
NAME, ADDRESS, ZIP
Until a change is requested all tax statements shall be sent to the following address:
Charles and Alice Loos
NAME, ADDRESS, ZIP

STATE OF OREGON,
County of
I certify that the within instrument was received for record on the
day of
19
at
o'clock
M., and recorded
in book
on page
or as
file/reel number
Record of Deeds of said county.
Witness my hand and seal of
County affixed.
Recording Officer
Deputy

PROPERTY DESCRIPTION

Township 3 S. Range 2 E, Section 11, Tax lot 605

Which lot is a portion of the John C. Kunzman property as described in Deed Book 277, page 190, Deed Records of Clackamas County, and is a portion of that smaller segment of land described in the purchase contract of sellers herein recorded at 77-28087 of aforesaid deed records and is more particularly described as:

Commencing at a point representing the Southeast corner of a tract of land conveyed to Clarence Porter and wife by deed recorded in Book 49, page 463 of the deed records of Clackamas County, which point is on the North-South line marking the end of the deeded portion of J.W. Loder road; thence North 0° 24' West for 25 feet; thence North 89° 36' 11" East for 5 feet to the true point of beginning of this parcel of land; thence North 0° 24' West for 189.5 feet; thence North 89° 36' 11" East for 461 feet; thence South 0° 24' East for approximately 189.5' to a point which is 25' North of a generally East-West line marking the southerly line of the Washington Williams Donation land claim No. 56 in the aforesaid Township Range and Section; thence West paralleling said line, 25 feet North, approximately 461 feet to the point of true beginning, said lot being 2 acres.

Together with temporary use for access of the 25' easement bordering on the South pending deed to the County of Clackamas of the 5' strip paralleling Nelson Lane.

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STATE OF OREGON
County of Clackamas
I, George D. Peoples, County Clerk, Ex-Officio
Recorder of Conveyances and Ex-Officio Clerk
of the Circuit Court of the State of Oregon, her
by the County of Clackamas, do hereby certify that
the within instrument of writing was received for
and recorded in the records of said county at

80 AUG 25 10 48:08



GEORGE D. PEOPLES
County Clerk
Recording Certificate
80 31617
CCP-PA

And it is understood and agreed by and between the parties that they, and the executors of this contract, and in case the latter shall fail to make the payments above required, to any of them, jointly and severally, within the time specified in the terms hereof, or to fail to keep any agreement herein contained, then the seller or his heirs shall have the following rights, to wit: to declare this contract null and void, to demand the whole unpaid principal balance of all rights and interests created or then existing in favor of the seller hereunder shall vest in and be retained by the seller, and the right to the possession of the premises above described and all other rights acquired by the seller hereunder shall vest in and be retained by the seller, and the right to the proceeds of any sale of the premises shall be paid to the seller in full, and the seller in his personal and without any right of the buyer or his heirs or assigns shall have the right to the possession of the premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, in or upon the land above described, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provisions hereof.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 27,000.00. (However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).)

In case suit or action is instituted in enforcing this contract or in enforcing any of the provisions hereof, the buyer agrees to pay such sum as the court may, in its discretion, deem reasonable as attorney's fees in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall actually determine as plaintiff's attorney's fees on such appeal.

In executing this contract, it is understood that the seller or the buyer may be more than one person and if the contract so requires, the singular pronoun shall be taken to mean and include the plural, the masculine and the neuter, and that generally all grammatical genders shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

Jack A. Thorsen *Charles H. Lane*
Betty Elaine Thorsen *Elise M. Lane*

NOTE—The dashes between the symbols @, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON }
 County of Clackamas }
 August 21, 1980 }
 Personally appeared Betty Elaine Thorsen
 and Charles H. Lane, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of Clackamas Corporation, and that the seal affixed in the foregoing instrument was the official seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and each of them acknowledged said instrument to be its voluntary act and deed before me.

Patricia L. Jacoby
 Notary Public for Oregon
 My commission expires April 11, 1983

Section 4 of Chapter 819, Oregon Laws 1979, provides:
 (1) All instruments purporting to convey real title in any real property, at a time more than 12 months from the date the instrument is executed and the parties are bound, shall be acknowledged in the manner provided for such an instrument of record by the owner of the real property. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.
 (2) Violation of subsection (1) of this section is a Class B misdemeanor.

INDIVIDUAL ACKNOWLEDGMENT

August 22, 1980

STATE OF OREGON }
 County of Clackamas }

Personally appeared the above-named Jack A. Thorsen
 and acknowledged the foregoing instrument to be his voluntary act, before me.

Sharon [Signature]
 Notary Public for Oregon

Official Seal
 My commission expires 7-7-82

2

STIR E. WHEN RECORDED